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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MARIO ALIANO individually and, on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL FOOTBALL LEAGUE,
INC, a New York corporation; NFL
ENTERPRISES, LLC, a Delaware limited
liability company; DIRECTV
HOLDINGS, LLC, a Delaware limited

Case No.:

CLASSACTION

**COMPLAINT FOR DAMAGES
AND DECLARATORY AND
INJUNCTIVE RELIEF FOR
VIOLATIONS OF SECTIONS 1
AND 2 OF THE SHERMAN ACT,
15 U.S.C §§ 1-2**

liability company; and DIRECTV, LLC, a
California limited liability company,
Defendants

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Mario Aliano (hereafter “Plaintiff”), by and through his attorneys, brings this Class Action Complaint (“Complaint”) for individual (non-commercial) purchasers of DirecTV and the NFL Sunday Ticket package, described hereafter as “subscribers,” from defendants DirecTV, LLC and DirecTV Holdings, LLC (collectively, “DirecTV”) and the National Football League, Inc. and NFL Enterprises, LLC (collectively, the “NFL”) as described more fully below.

INTRODUCTION

1. This Complaint challenges an agreement between DirecTV and the NFL that protects and increases the profits earned by DirecTV and the NFL, on behalf of its 32 member teams, from the live broadcast of Sunday afternoon out-of-market NFL games. Out-of-market games means NFL games played on Sunday afternoon and not otherwise broadcast on networks within the viewer’s television market. This definition also excludes games within the home territory of an NFL team that is not aired on another network due to that team’s failure to sell all of the tickets to the game prior to the blackout deadline for that game.

1 NFL Sunday Ticket or Sunday Ticket is recognized as a distinct product from
2 NFL games broadcast on other networks and is trademarked by the Defendants.
3
4 All allegations herein are based on information and belief except for those
5 relating to Plaintiff and his own actions.
6

7 2. Due to its exclusive agreement with the NFL, DirecTV is the sole
8 provider of the live game feeds for these games through DirecTV's NFL Sunday
9 Ticket service. This deal allows DirecTV to charge exorbitant prices for NFL
10 Sunday Ticket. Only DirecTV has every game available to consumers.
11

12 3. NFL Sunday Ticket is an out-of-market sports package that carries all
13 NFL games produced by Fox and CBS. A consumer can choose to watch any
14 Sunday afternoon game rather than being restricted to the games being broadcast
15 by local affiliates. Sunday Ticket appeals to fans with loyalties to teams located
16 outside of that fan's current market.
17

18 4. Due to the exclusive agreement between DirecTV and the NFL, the
19 Defendants are able to control the availability of, and increase the prices for, the
20 live out-of-market NFL Sunday afternoon games. Each NFL member team owns
21 the initial rights to the broadcasts of its own games. However, the teams have
22 granted the NFL the exclusive right to market those games outside each team's
23 home territory. In place of the agreement between DirecTV and the NFL, teams
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1 would have to compete with each other for market share for programming, which
2 would lead to more competitive pricing for fans.
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4 5. DirecTV's ability to offer NFL Sunday Ticket as an exclusive package
5 is essential for its business. The availability of NFL Sunday Ticket only through
6 DirecTV forces customers to keep DirecTV's service for the entire season and
7 beyond, even when there are no football games being played. Other television
8 providers do not have access to the NFL games and are therefore at a competitive
9 disadvantage. As a result, DirecTV can claim unreasonably high prices. Other
10 providers would be able to compete with DirecTV on price and service if they had
11 access to distribution of the NFL Sunday Ticket games.
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15 6. The NFL is the most popular sports league in the United States and
16 football is the most popular sport. Because DirecTV and the NFL know that
17 Plaintiff and the Class have no other option for viewing out-of-market Sunday
18 games, DirecTV and the NFL have agreed to set exorbitant prices for the Sunday
19 Ticket package that are substantially higher than a reasonable market would allow.
20 Except for the exclusive agreement between DirecTV and the NFL, prices would
21 be much lower as would the overall price of DirecTV programming packages that
22 are required to be purchased together with Sunday Ticket.
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1 7. Of the four major professional sports leagues in the United States, the
2 only one with an exclusive out-of-market broadcasting agreement is the NFL and
3 DirecTV's Sunday Ticket. Major League Baseball ("MLB"), the National
4 Basketball Association ("NBA"), and the National Hockey League ("NHL") all
5 distribute live out-of-market games through multiple television providers. As a
6 result, DirecTV does not charge nearly as much for access to the other sports' out-
7 of-market programming packages, which provide more games over an expanded
8 time frame than the NFL package.

12 8. DirecTV and the NFL recently discussed their joint objective of
13 maximizing the unreasonably high prices charged to Plaintiff and the Class.
14 Plaintiff and the Class, as fans, were targeted because they must purchase Sunday
15 Ticket in order to have access to out-of-market games of their favorite teams.

18 9. Plaintiff seeks to enjoin under the federal antitrust laws the ongoing
19 unreasonable restraint of trade that Defendants have implemented through
20 DirecTV's exclusive arrangement to broadcast all Sunday afternoon out-of-market
21 games. Plaintiff also seeks to recover damages for the Class for unreasonably high
22 prices that DirecTV has charged for NFL Sunday Ticket as a result of this
23 unreasonable restraint of trade.

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1 10. This exclusive agreement between DirecTV and the NFL eliminates
2 competition by preventing other media providers from distributing Sunday
3 afternoon out-of-market NFL games. But for the agreement, other providers would
4 be willing to compete for consumers of these games, which would reduce
5 consumer costs and increase competition for viewership. Other providers have
6 attempted to obtain these rights but were told by the NFL that those attempts would
7 be rejected. Additionally, except for the agreement among NFL teams to sell a
8 single package of out-of-market games via the NFL and DirecTV, those individual
9 teams would have to compete against each other and that competition would
10 subsequently decrease the broadcast prices for these games.
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15 **JURISDICTION AND VENUE**

16 11. Plaintiff brings this action to obtain injunctive relief and to recover
17 damages, including treble damages, costs of suit, and reasonable attorneys' fees
18 arising from Defendants' violations of Sections 1 and 2 of the Sherman Act (15
19 U.S.C. §§ 1 and 2).
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22 12. This court has subject matter jurisdiction under 28 U.S.C. § 1331 for
23 claims that arise under federal law, and under 28 U.S.C. § 1337 for federal antitrust
24 claims in particular.
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1 13. Under 15 U.S.C. § 15(a) and 22, and 28 U.S.C. § 1391(b), (c), and (d),
2 this District has venue over the action, as Defendants resided, transacted business,
3 were found, and/or had agents in this District, and this District was the site of a
4 substantial portion of the affected interstate trade and commerce discussed herein
5 during the Class period.
6

7
8 **INTRADISTRICT ASSIGNMENT**

9 14. Intradistrict assignment to the Central District is appropriate. The
10 practices at issue adversely affect subscribers who reside in that division.
11

12 **INTERSTATE TRADE AND COMMERCE**

13 15. Defendants' activities, as described herein, were within the flow of
14 and had a substantial effect on, the interstate commerce of the United States,
15 including in this District, as Defendants intended.
16

17 16. Defendants distributed and sold the NFL Sunday Ticket package in an
18 uninterrupted and continuous flow of interstate commerce among the United States.
19 Defendants' anticompetitive scheme consequently inflicted a direct, substantial,
20 and reasonably foreseeable effect on interstate commerce.
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PARTIES

Plaintiff

17. Plaintiff Mario Aliano is a resident of Illinois. During the Class period, Plaintiff subscribed to NFL Sunday Ticket, which was distributed and sold by Defendants.

Defendants

18. Defendant DirecTV Holdings, LLC is a Delaware Limited Liability Company and has its principal place of business at 2230 East Imperial Highway, El Segundo, California. It is the U.S. operating arm of DirecTV, Inc.

19. DirecTV, LLC is a California Limited Liability Company that has its principal place of business at 2230 East Imperial Highway, El Segundo, California. DirecTV, LLC issues bills to its subscribers.

20. Until 2015, the NFL was an unincorporated association of 32 American professional football teams in the United States. Each of the 32 NFL member teams, headquartered in various cities around the country, is separately owned and operated, acting in its own economic self-interest and competing in most respects with one another.

21. In or about 2015, the NFL incorporated as the National Football League, Inc., and has its headquarters at 345 Park Avenue, 7th Floor, New York,

1 New York. On information and belief, NFL Enterprises, LLC was organized to
2 hold the broadcast rights of the 32 NFL teams and license them to providers and
3 other broadcasters, including DirecTV. NFL Enterprises, LLC is also located at 345
4 Park Avenue, 7th Floor, New York, New York.
5

6
7 22. Through the NFL, the 32 teams do cooperate in some respects,
8 including by setting game rules and a game schedule, dividing their member teams
9 into geographic territories and assigning each team a home television market for
10 broadcasting purposes. The teams have also agreed to allow the NFL to negotiate
11 on their behalf television contracts with national broadcasters, including for the
12 broadcast of each team's games outside its home market. These include the Sunday
13 Ticket package sold solely by DirecTV.
14
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16 **CLASS ACTION ALLEGATIONS**

17

18 23. Plaintiff brings this action pursuant to Rules 23(a), (b)(2) and (b)(3) of
19 the Federal Rules of Civil Procedure on behalf of a class of plaintiffs (the "Class")
20 consisting of:
21

22 All DirecTV individual (non-commercial) subscribers who purchased the
23 NFL Sunday Ticket from DirecTV, or its subsidiaries, at any time beginning
24 four years prior to the filing of this complaint and until the effects of the
25 anticompetitive conduct described herein.
26
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1 24. The Class excludes Defendants, their present and former parents,
2 subsidiaries, affiliates, and co-conspirators; and government entities.
3

4 25. Plaintiff is unsure of the exact number of persons comprising the
5 Class, but given that DirecTV has sold its Sunday Ticket package to individuals
6 across the nation during the relevant period, believes that the number of Class
7 members is in the thousands. The exact number and their identities are known to
8 DirecTV.
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11 26. Due to the large Class size, joinder of all members is impracticable.

12 27. Plaintiff's claim is typical of the claims of the Class in that Plaintiff
13 subscribed to NFL Sunday Ticket with DirecTV. As alleged herein, all Class
14 members were damaged by the identical wrongful conduct.
15

16 28. There are questions of law and fact common to the Class, including:
17

18 a. Whether Defendants have engaged in and are continuing to
19 engage in a contract, combination, or conspiracy among
20 themselves to fix, raise, or maintain prices of presentations of
21 live Sunday NFL out-of-market games by eliminating
22 competition among presenters of those games;
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25 b. Whether Defendants have engaged in or are continuing to
26 engage in a contract, combination, or conspiracy among
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1 themselves to fix, raise, or maintain prices of the NFL Sunday
2 Ticket package by preventing any competitor from offering a
3 competing package;
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5 c. The identities of the participants in the conspiracy;

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7 d. The duration of the conspiracy and the acts performed by
8 Defendants in furtherance of it;

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10 e. Whether the alleged conspiracy violated Section 1 of the
11 Sherman Act, 15 U.S.C. § 1;

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13 f. Whether the alleged conspiracy violated Section 2 of the
14 Sherman Act, 15 U.S.C. § 2;

15
16 g. Whether the conduct of Defendants caused injury to Plaintiff
17 and other members of the Class; and

18 h. The appropriate Class-wide measure of damages.

19 29. Plaintiff and the Class were, during the Class period, individual
20 subscribers to DirecTV who also purchased NFL Sunday Ticket. Their claims are
21 typical of the claims of the Class, and the named Plaintiff will fairly and
22 adequately protect the interests of that Class.
23
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25 30. These common questions of law and fact predominate over any
26 questions affecting only individual Class members.
27
28

1 31. Plaintiff is represented by counsel who are competent and experienced
2 in the prosecution of class action litigation.

3
4 32. Injunctive relief is appropriate in that Defendants have acted on
5 grounds generally applicable to the Class as a whole.

6
7 33. A class action is superior to the other available means of fair and
8 efficient adjudication of the claims of Plaintiff and the members of the Class. The
9 injury suffered by each individual member of the Class is relatively small in
10 comparison to the burden and expense of individual prosecution of the complex
11 and extensive litigation necessitated by Defendants' misconduct. It would be
12 virtually impossible for individual members of the Class to redress effectively the
13 wrongs done to them. Even if members of the Class could afford such
14 individualized litigation, the court system could not. Individual litigation would
15 pose a high risk of inconsistent and contradictory judgments. Further,
16 individualized litigation would increase the delay and expense to all parties, and to
17 the court system, due to the complex legal and factual issues presented by this
18 dispute. By contrast, the class action method presents far fewer management
19 difficulties, and provides the benefits of single adjudication, economies of scale,
20 and comprehensive supervision by a single court. This action presents no
21 difficulties in management that would preclude its maintenance as a class action.
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FACTUAL ALLEGATIONS

34. The relevant geographic market is the United States. The relevant product market is NFL Sunday afternoon out-of-market games. As described above, the national broadcast rights to select packages of games are negotiated by the NFL with various networks. In addition to broadcasts of these games, the market includes broadcast rights for out-of-market games, such as those carried in the NFL Sunday Ticket package. Broadcasts of other sports or other content do not compete with broadcasts of NFL games. Additionally, NFL games broadcast locally on Sunday afternoons are not interchangeable with the multi-game offering provided by Sunday Ticket specifically because the local games are different from the multi-game offering provided by Sunday Ticket, which appeals to fans who are located outside the geographical confines of their favorite teams' home markets.

35. DirecTV distinguishes between residential and commercial subscribers. Individual residential subscribers and commercial businesses are treated as distinct markets.

36. Although there is some substitution that might occur between in-market broadcasts (broadcasts of games that include the local NFL team) and out-of-market broadcasts, the availability of the in-market games does not compete away a monopolist's ability to raise the price of out-of-market games above competitive levels.

1 37. New entries that would dilute the market power over NFL video
2 broadcasts created by the collusive agreements described herein are extremely
3 unlikely.
4

5 38. New entries would require the creation of a new professional league
6 playing American football. Such an undertaking would be enormously expensive,
7 and very unlikely to succeed. Even if a new entrant did appear, and even if it were
8 sufficiently successful to sustain itself, it is unlikely that the resulting video
9 product would compete sufficiently with the NFL's broadcasts to dissipate the
10 NFL's monopoly power.
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13 39. NFL teams are well established and popular, with 32 regionally
14 diverse teams in or near almost every major population center in the United States.
15 There are NFL teams within 18 of the 25 most populous metropolitan areas,
16 dramatically limiting the locations and audiences available to new teams or leagues.
17 During the NFL's history, not one of the few attempted entries has been successful
18 at competing for NFL football broadcast audiences. It is virtually impossible that a
19 new league will form to compete away the NFL's monopoly power.
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23 40. That monopoly power will only be diluted if the underlying collusive
24 agreement that created the monopoly power is broken up through antitrust
25 authority, or if the exclusive arrangement that propagates that monopoly power is
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1 replaced by non-exclusive licenses.

2
3 41. As noted above, the NFL's 32 member teams have given the league
4 authority to negotiate pooled rights television deals on their behalf, in exchange for
5 an equal share of the resulting revenues. The broadcast agreements with various
6 networks were the result. In addition, the NFL Network, a cable and satellite
7 network owned by the NFL, nationally broadcasts approximately eight regular
8 season games.
9

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11 42. Pursuant to their respective agreements with the NFL, these entities
12 televise between ten and fifteen weekly Sunday afternoon games. For the first 16
13 weeks of the 17 week NFL season, on an alternating basis, one network is
14 designated to broadcast "doubleheader" games in both time slots and the other is
15 designated to air a single game in one of the time slots. Both networks are
16 permitted to show doubleheaders the last week of the season. Subject to certain
17 restrictions for games that do not sell out, the broadcasters' local affiliate generally
18 must broadcast any Sunday afternoon game being played by a team whose market
19 falls within the local affiliate's coverage area.
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23 43. As a result of this arrangement, during most weeks of the season only
24 three of the Sunday afternoon games are broadcast by providers and the specific
25 games available to any given viewer depend on whether the viewer is located
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1 within a team's home market and whether that team is playing on Sunday
2 afternoon.

3
4 44. Since 1994, pursuant to an exclusive agreement with the NFL,
5 DirecTV began to offer its subscribers access to Sunday afternoon games that are
6 not otherwise available in their market via national broadcasts. These subscribers
7 could purchase NFL Sunday Ticket, a premium subscription-based package that
8 provides access to all Sunday afternoon games broadcast on networks, or their
9 predecessors.
10

11
12 45. Through its exclusive agreement with the NFL, DirecTV takes the live
13 game telecast feeds produced by the networks and redistributes them without
14 alteration to NFL Sunday Ticket subscribers via DirecTV channels. NFL Sunday
15 Ticket subscribers can access all network games, except for the in-market games
16 broadcast by the local affiliates.
17

18
19 46. Defendants have colluded to sell the out-of-market NFL Sunday
20 afternoon games solely through DirecTV. This arrangement eliminates competition
21 in the distribution of out-of-market Sunday afternoon games. It requires anyone
22 wishing to view these games to subscribe to DirecTV and purchase the NFL
23 Sunday Ticket package at the unreasonably high price charged by DirecTV.
24

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1 47. DirecTV's exclusive agreement with the NFL results in NFL Sunday
2 Ticket subscribers, including the Plaintiff, paying a higher price for NFL Sunday
3 Ticket than they would otherwise pay if the agreements were competitively
4 negotiated.
5

6 48. The agreement between the NFL and DirecTV granting DirecTV the
7 exclusive right to distribute Sunday afternoon out-of-market games is unnecessary
8 to ensure telecast of such NFL games. Broadcasters are contractually obligated to
9 produce these games and provide the broadcast of them in local markets.
10

11 49. The exclusive deal between DirecTV and the NFL for the broadcast
12 rights of NFL Sunday Ticket is necessary to preserve the exercise of market power
13 created by the teams' anticompetitive arrangement to monopolize the sales of
14 broadcast rights. Without this exclusive deal, some of the monopoly power created
15 by the collusion among NFL teams would be diluted by competition between
16 DirecTV and one or more distributors of broadcasts to the public.
17

18 50. There is no evidence to show that the agreement was created to ensure
19 a quality broadcast of the games offered on Sunday Ticker or to allow the NFL
20 sufficient oversight of games offered or any other reasonable objective. Rather it
21 seems that the agreement was created to artificially raise the price of the Sunday
22 Ticket package.
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1 51. The out-of-market Sunday afternoon games constitute a distinct
2 product market and are not interchangeable with the telecasts of local NFL games.
3
4 In contrast to the NFL's exclusive deal with DirecTV, the NBA, the NHL, and
5 MLB offer their live out-of-market games through both DirecTV and other cable
6 sports networks. These other networks would compete for viewers of Sunday
7 afternoon out-of-market NFL games, resulting in lower prices as teams and
8 providers competed for viewers. Defendants could achieve any legitimate pro-
9 competitive goals without an exclusive agreement.
10

11
12 52. Defendants and their co-conspirators' exclusive agreement has a clear
13 negative impact on competition. There is no evidence that this agreement was
14 created to ensure the quality of Sunday Ticket or to allow the NFL sufficient
15 oversight, or any other reasonable objective. Instead, DirecTV and the NFL entered
16 into this agreement with the intent of maintaining a monopoly price for Sunday
17 Ticket. Additionally, because all the NFL teams have colluded to offer the package,
18 they have also prevented individual competition by teams selling their own games
19 to broadcasters.
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23 53. There are several more competitive alternatives which would achieve
24 any legitimate goals. These include letting teams contract individually with
25 DirecTV and allowing other distributors to purchase and distribute the NFL
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1 Sunday Ticket package.

2 54. Plaintiff seeks to restore competition by ending the anti-competitive
3 agreement by Defendants that eliminate competition in the distribution of the live
4 out-of-market NFL games, while monopolizing or attempting to monopolize the
5 broadcast market for out-of-market Sunday afternoon NFL games.
6
7

8 55. Plaintiff and the Class have suffered antitrust injury. Plaintiff and the
9 Class were, and continue to be, harmed by Defendants' anti-competitive agreement.
10
11 Plaintiff and the Class are individual subscribers of NFL Sunday Ticket, and the
12 restrictions enforced by the exclusive agreement between DirecTV and the NFL
13 forces Plaintiff and the Class to pay a higher unreasonable price for the package
14 than they otherwise would have paid if the agreement was competitively negotiated.
15

16 56. The agreements described above have restrained competition between
17 and among the distributors of NFL games, including competition in the
18 commercial exploitation of televised presentations of live games. Without this
19 particular agreement between DirecTV and the NFL, there would be much greater
20 competition for the distribution of NFL games than the limited competition
21 currently available.
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25 57. The agreements described above have adversely affected and
26 substantially hindered competition. As a result, prices are higher than they
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1 otherwise would be in the absence of these agreements.

2 58. There are no legitimate competitive reasons for this exclusive
3 agreement and other restraints which would justify the anti-competitive harm they
4 create.
5

6
7 **COUNT ONE**
8 **Violation of Section 1 of the Sherman Act**
9 **(*Per Se* Violation)**

10 59. Plaintiff, on behalf of himself and the Class, incorporates and
11 realleges paragraphs 1-58 of the Complaint.

12 60. Beginning at an unknown time and continuing through the present,
13 Defendants, including the 32 teams of the NFL, entered into a continuing
14 agreement, combination, or conspiracy in restraint of trade with the purpose, intent,
15 and effect of limiting competition in the live game distribution market with the
16 purpose, intent, and effect of restraining trade and commerce in the distribution of
17 live NFL games, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).
18

19 61. The contract, combination or conspiracy alleged herein, including
20 agreements between the 32 NFL teams, aims to limit competition between and
21 among the teams, who would otherwise be competitors in the distribution of live
22 games. Application of the per se rule is justified due to the facts and circumstances
23 stated herein.
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1 62. This contract, combination or conspiracy has restrained competition
2 between and among DirecTV and potential competitors in violation of Section 1 of
3 the Sherman Act. It has led to a decrease in competition, including increased
4 pricing and reduced options and has otherwise caused injury to consumers and
5 competition in those relevant markets.
6

7
8 63. The Defendants' contract, combination, agreement, or understanding
9 occurred in or affected interstate commerce. The Defendants' unlawful conduct
10 was through mutual agreements, contracts, or understandings by, between and
11 among the Defendants.
12

13
14 64. Defendants' unlawful conduct has hindered competition and directly
15 and proximately caused antitrust injury, in the form of higher prices and reduced
16 options as outlined above. Plaintiff and other individual subscribers will continue
17 to suffer antitrust injury and other damages unless Defendants are enjoined from
18 continuing to engage in the above-mentioned violations of law.
19

20
21 **COUNT TWO**
22 **Violation of Section 1 of the Sherman Act**
23 **(Rule of Reason)**

24 65. Plaintiff, on behalf of himself and the Class, incorporates and
25 realleges paragraphs 1-58 of the Complaint.

26 66. Beginning at an unknown time and continuing through the present,
27 Defendants, including the 32 teams of the NFL, entered into a continuing
28

1 agreement, combination, or conspiracy in restraint of trade with the purpose, intent,
2 and effect of limiting competition in the live game distribution market with the
3 purpose, intent, and effect of restraining trade and commerce in the distribution of
4 live NFL games, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).
5

6
7 67. This agreement, combination, or conspiracy has resulted in an
8 agreement or understanding between and among Defendants that Sunday Ticket
9 will be exclusively provided by DirecTV. This agreement forbids any other
10 competitor from offering Sunday Ticket package.
11

12 68. This agreement, combination or conspiracy has restrained competition
13 between and among DirecTV and potential competitors in violation of Section 1 of
14 the Sherman Act. It has led to a decrease in competition, including increased
15 pricing and reduced options and has otherwise caused injury to consumers and
16 competition in those relevant markets.
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19 69. The relevant geographic market is the United States. The relevant
20 product market is the market for distribution of NFL games through the Sunday
21 Ticket package to individual subscribers. The Defendants recognize this product
22 market and direct advertising and marketing resources towards this market and to
23 individual subscribers specifically.
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1 70. The NFL, and its 32 member teams, has monopoly power in regards
2 to the creation, licensing and distribution of NFL games. DirecTV has significant
3 power in the broadcast provider market and specifically in the market for
4 individual subscribers. DirecTV's exclusive agreement with the NFL for the
5 distribution of Sunday Ticket enhances DirecTV's market power and provides it
6 with a monopoly in the market for the distribution of Sunday NFL games via the
7 NFL Sunday Ticket package.
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11 71. The Defendants' agreement occurred in or affected interstate
12 commerce. Defendants' unlawful conduct was through mutual understandings,
13 agreements, or concerted efforts by, between, and among Defendants.
14

15 72. Defendants' unlawful conduct has restricted competition and directly
16 and proximately caused antitrust injury in the form of higher pricing and reduced
17 options, as stated above. Plaintiff and other individual subscribers will continue to
18 suffer antitrust injury and other damages unless Defendants are enjoined from
19 continuing to engage in the above-mentioned violations of law.
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21

22 **COUNT THREE**
23 **Violation of Section 2 of the Sherman Act**

24 73. Plaintiff, on behalf of himself and the Class, incorporates and
25 realleges paragraphs 1-58 of the Complaint.
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1 74. Defendants, through the above-mentioned unlawful conduct, possess a
2 monopoly over the creation and distribution of NFL football broadcasts.
3
4 Defendants have used that power to unreasonably exclude and/or limit competition,
5 in violation of Section 2 of the Sherman Act (15 U.S.C. § 2), by limiting the
6 distribution of Sunday Ticket to only DirecTV. These actions are beyond what
7 would be considered reasonable activities and are an abuse of Defendants' power
8 in the market.
9
10

11 75. The relevant geographic market is the United States. The relevant
12 product market is the market for distribution of NFL games through the Sunday
13 Ticket package to individual subscribers. The Defendants recognize this product
14 market and direct advertising and marketing resources towards this market and to
15 individual subscribers specifically.
16
17

18 76. Through the misconduct alleged herein, DirecTV has knowingly
19 acquired and maintained monopoly power and, unless reined in by the Court, will
20 continue to willfully maintain that power in the market through unreasonable and
21 anti-competitive conduct. The NFL, and its 32 member teams, have acted with
22 intent to allow DirecTV to unlawfully acquire and maintain that monopoly power
23 in the market. Defendants' misconduct has allowed DirecTV to obtain said power
24 in violation of Section 2 of the Sherman Act.
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1 77. Defendants' unlawful conduct has restricted competition and directly
2 and proximately caused antitrust injury in the form of higher pricing and reduced
3 options, as stated above. Plaintiff and other individual subscribers will continue to
4 suffer antitrust injury and other damages unless Defendants are enjoined from
5 continuing to engage in the above-mentioned violations of law.
6
7

8 **DEMAND FOR JURY TRIAL**

9 Pursuant to Federal Rule of Civil Procedure 38(b), the Plaintiff demands a
10 trial by jury of all claims asserted in this Complaint so triable.
11

12 **PRAYER FOR RELIEF**

13 WHEREFORE, and for the foregoing reasons, Plaintiff prays this Court
14 enter judgment on his behalf and on behalf of the Class herein, adjudging and
15 decreeing that:
16

- 17 a. This action may proceed as a class action pursuant to Fed. R.
18 Civ. Pro. Rules 23(b)(2) and (b)(3), with Plaintiff designated as
19 the Class representative, as described above, and his counsel
20 designated as Class Counsel;
21
22 b. That the contract, combination, or conspiracy, and the acts
23 committed in relation thereof by Defendants be adjudged to
24 have violated Section 1 of the Sherman Act (15 U.S.C. § 1);
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- 1 c. That Defendants' actions to unlawfully attain and maintain
2 monopoly power be adjudged to have violated Section 2 of the
3 Sherman Act (15 U.S.C. § 2);
- 4
5 d. That judgment be entered for Plaintiff and the Class members
6 on claim for damages, pursuant to Sections 4 and 16 of the
7 Clayton Act (15 U.S.C. §§ 15 and 26);
- 8
9 e. That Plaintiff and members of the Class recover pre-judgment
10 and post-judgment interest as permitted by law;
- 11
12 f. That Defendants, their subsidiaries, affiliates, successors,
13 transferees, assignees and the respective officers, directors,
14 partners, agents and employees thereof, and all other persons
15 acting or claiming to act on their behalf be permanently
16 enjoined from maintaining the competition, conspiracy, or
17 agreement described herein;
- 18
19 g. That Plaintiff and members of the Class recover their costs of
20 the suit, including attorneys' fees and expert fees, as provided
21 by law; and
- 22
23 h. Such other and further relief as this Court deems just and proper
24 under the circumstances.
- 25
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1 Dated: July 21, 2015

JARVIS KRIEGER & SULLIVAN, LLP

2 By: s/Adam M. Tamburelli
3 Adam M. Tamburelli (SBN: 301902)

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5 **ZIMMERMAN LAW OFFICES, P.C.**

6
7 By: s/Thomas A. Zimmerman, Jr.
8 Thomas A. Zimmerman, Jr.
9 (*pro hac vice anticipated*)
10 Matthew C. De Re
11 (*pro hac vice anticipated*)

12 Attorneys for Plaintiff MARIO ALIANO,
13 individually, and on behalf of all others similarly
14 situated.
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